

## APÉNDICE 2

### FUNCIONES DE LOS COMPONENTES DE LA ESTRUCTURA ADMINISTRATIVA DE REEDUCATE

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#### COMITÉ TIMÓN

##### Objetivo

Establecer la dirección del proyecto, servir de foro para revisar la conducción del mismo y resolver situaciones de conflicto.

##### Enfoque

El Comité Timón debe constituirse de inmediato para dar comienzo formal a sus trabajos. Debe reunirse periódicamente (una vez cada dos semanas) para evaluar el progreso del proyecto y resolver los problemas que requieran de su atención.

##### Funciones

Aprobar el plan de trabajo del proyecto

Evaluar el progreso del proyecto a base de los informes de progreso y el plan de trabajo

Asignar los recursos al proyecto según se van necesitando

Resolver situaciones conflictivas en la conducción del proyecto

Establecer las políticas y procedimientos necesarios para apoyar la implantación del proyecto

#### GERENTE DEL PROYECTO DE

##### Objetivo

Es responsable ante el Comité Timón de la conducción del proyecto.

Planifica y controla el trabajo día a día del "project team" y del "user team".

### **Funciones**

Preparar el plan de trabajo del proyecto. Este plan debe incluir las fases, actividades y tareas del proyecto, así como los recursos necesarios y las fechas en que se planifica llevarlas a cabo.

Asignar las tareas a cada miembro de los grupos de trabajo y asegurarse que las mismas son entendidas por las personas a quien se les asignó.

Llevar a cabo revisiones periódicas del progreso de las tareas con los líderes de los grupos de apoyo técnico de Microsoft y OSLATD y el "Task Force" de CITED".

Llevar a cabo revisiones periódicas del progreso de las tareas con el Comité Timón.

Mantener al Comité Timón informado sobre los inconvenientes surgidos en la conducción del proyecto y las posibles formas de resolverlos.

Preparar un informe mensual para el Comité Timón, el cual debe incluir lo siguiente:

    Labores realizadas en el anterior período

    Estado actual del proyecto relativo al plan de trabajo

    Asuntos sobre los cuales hay que tomar decisiones y requieren la consideración del Comité Timón

    Labores a ser llevadas a cabo durante el próximo período

    Status de los productos ("deliverables") por parte de las compañías que están participando en el proyecto

### **LÍDERES DE GRUPO (Grupo técnico y de Usuarios)**

#### **Funciones**

Supervisar el funcionamiento diario de los grupos de trabajo

Llevar a cabo revisiones periódicas del progreso de las tareas con los miembros de grupos de apoyo técnico de Microsoft y OSLATD y el "Task Force" de CITED".

Llevar a cabo revisiones periódicas del progreso de las tareas con el Gerente del Proyecto DE.

Mantener al Gerente del Proyecto DE informado sobre los inconvenientes surgidos en la conducción del mismo y las posibles formas de resolverlos.

## MIEMBROS DE LOS GRUPOS TÉCNICOS Y DE USUARIOS

### **Funciones**

Llevar a cabo las labores asignadas por el líder del grupo o el Gerente del Proyecto DE.

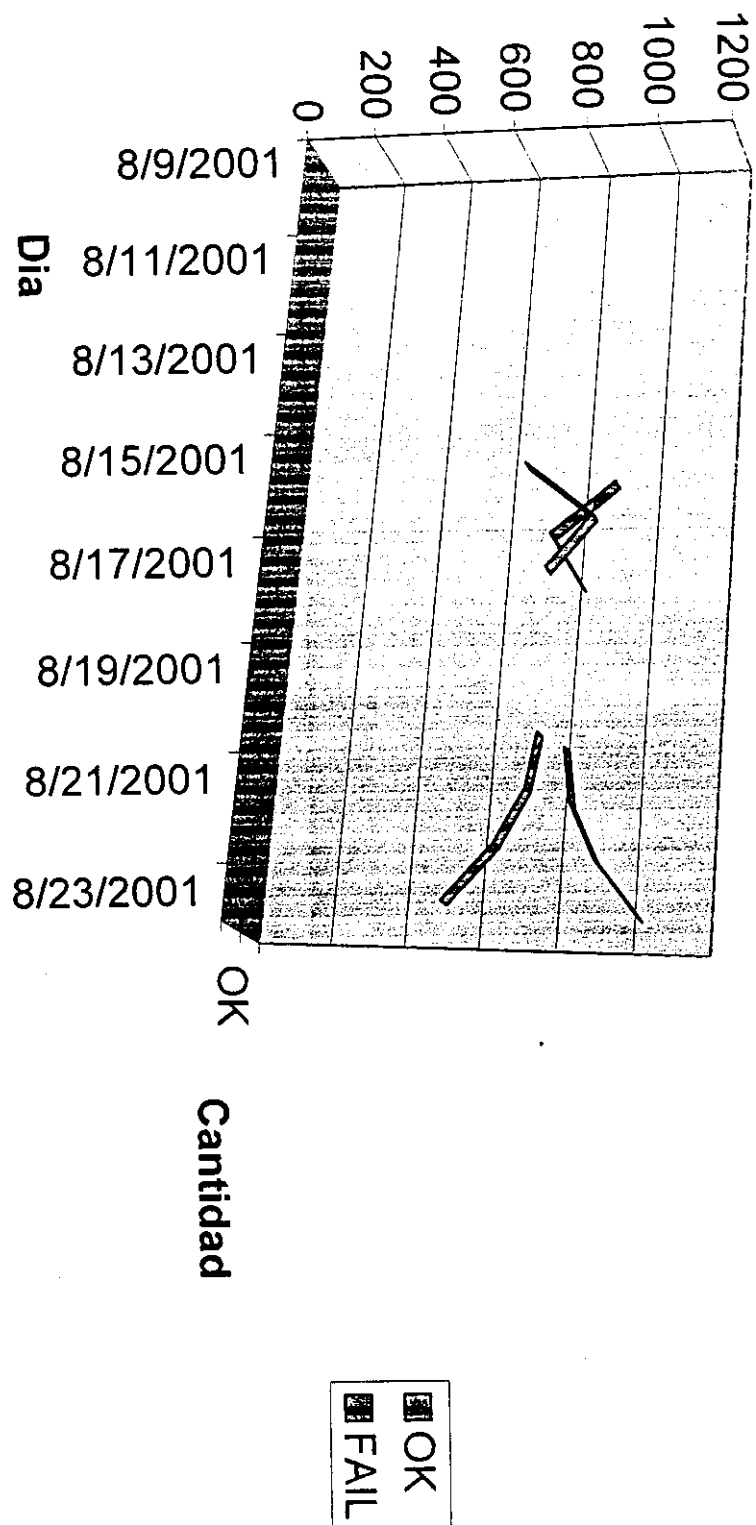
Preparar informes sobre las labores llevadas a cabo y el tiempo dedicado a cada una de ellas.

Mantener al líder de grupo informado sobre los inconvenientes surgidos en la ejecución de las tareas y las posibles formas de resolverlos.

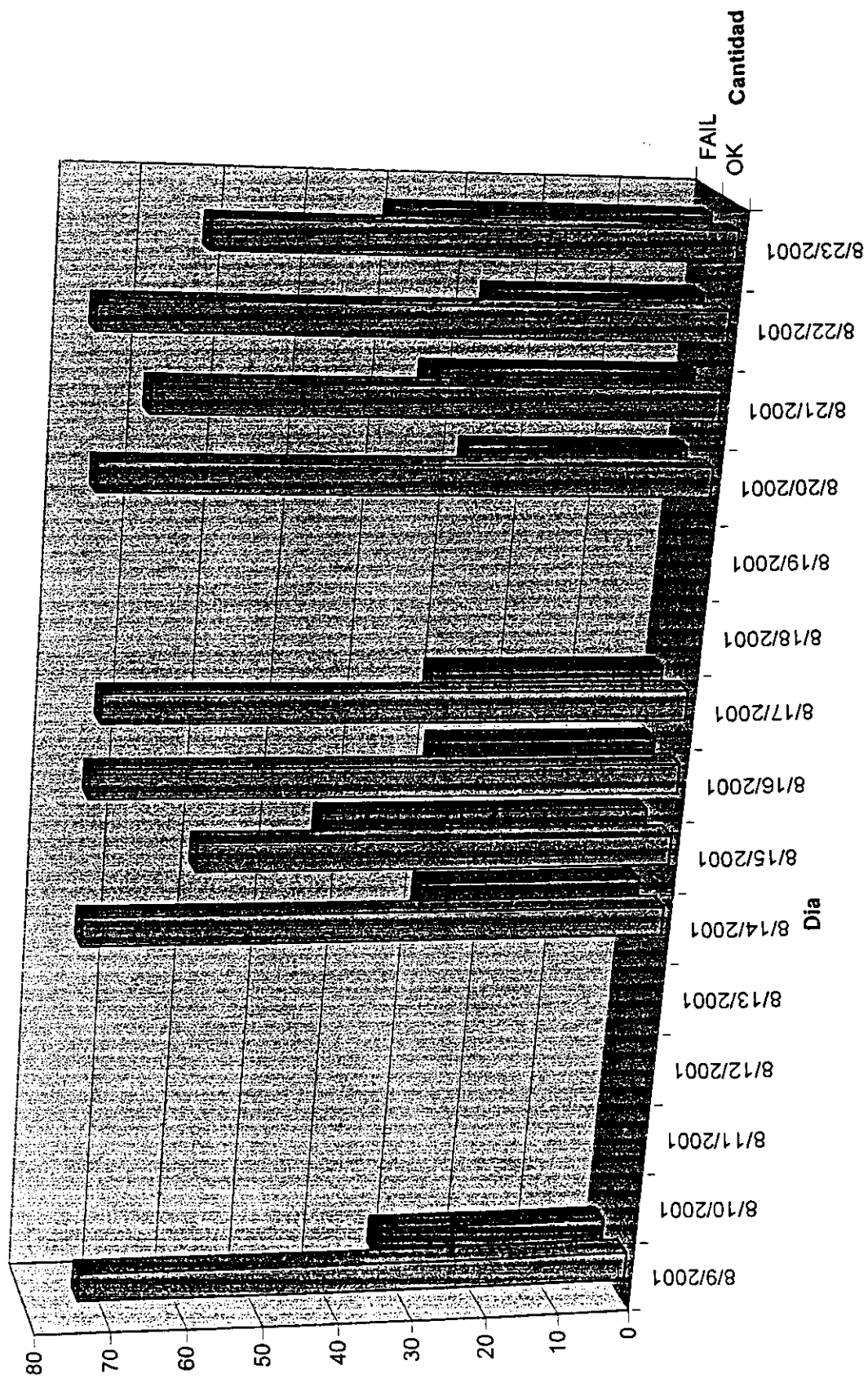
Mantener una comunicación efectiva con los usuarios de la red a través de los coordinadores de laboratorio en las escuelas.

**APÉNDICE 3**  
**PRUEBAS DE CONEXIÓN**

# Todas las Escuelas



# Pruebas de Ping para Piloto de 100



## **APÉNDICE 4**

### **Equipo y servicios ofrecidos por DRC**

**DEPARTMENT OF EDUCATION  
COMMONWEALTH OF PUERTO RICO**

**AGREEMENT**

**THERE APPEAR**

-----The **FIRST PARTY**: The Department of Education, an Agency of the Commonwealth of Puerto Rico, herein represented by its Secretary, Professor Victor Fajardo, of legal age, married, executive and resident of Guaynabo, Puerto Rico, herein known as **THE FIRST PARTY**, and of the-----

-----**SECOND PARTY**: DRC Corporation, a Corporation organized under the Laws of the Commonwealth of Puerto Rico, with Social Security Number 66-048 -1545, herein represented by its President, Mr. Santos Díaz, of legal age, married, executive and resident of Carolina, Puerto Rico, known as **THE SECOND PARTY**-----

-----**RECITAL**-----

-----That the Department of Education, by the faculties granted by the Constitution of the Commonwealth of Puerto Rico and by the laws of the Department of Education wishes to contract the services of the **SECOND PARTY**.-----

-----That **THE SECOND PARTY** has the capability and experience necessary to perform the tasks to be undertaken as part of this agreement.-----

-----That **THE SECOND PARTY** agrees to render to the Department of Education the services herein described subject to following.-----

-----**CLAUSES AND CONDITIONS**-----

-----**FIRST**: DRC Corporation will provide and install the following services:-----

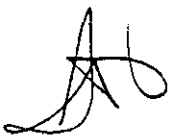
-----A: A wireless infrastructure for the 780 schools of the Department of Education, that will include the following equipment and services:-----

1. 2340 WavePoint-II Access Points with two 2.4 Ghz antennas among the 780 schools.-----
2. 54227 PC Frequency Radio and Antenna Systems for the user transmission at these 780 schools.-----
3. 780 UTP Cat 5 drops for the connection to the ATM infrastructure.-----
4. All installation and configuration services.-----

-----B: DRC will provide and install 1560 HP NetServer servers.-----

-----C: DRC will provide, install, test and configure 780 FORE Cellpath 90 and SDM 9350 atm SWITCHES for the 780 schools (one per School).-----

-----D: DRC will install NT Server File to LAN software on the 1560




Education, and any of the original 780 schools that require additional capacity, that will include the following equipment and services:-----

1. 350 WavePoint-II Access Points with 525 2.4 Ghz antennas among the 780 schools.-----
2. 20000 PC Frequency Radio and Antenna Systems for the user transmission at these 780 schools.-----
3. 300 UTP Cat 5 drops for the connection to the ATM infrastructure.-----
4. All installation and configuration services.-----

-----A: DRC will provide and install 11P NetServer servers, and IBM Netfinity Servers for a total of 4600 servers.-----

-----B: DRC will provide and install, 965 HP SureStore DAT 24 x 6e Autoloader DDS3 Drives and 575 IBM x 120/240 DDS4 Autoloader Drives for a total of 1540 schools of the Department of Education. -----

-----C: DRC will provide and install Operating System Software with 55000 client licenses on the 4600 Servers. -----

-----D: DRC will provide and install 100 HP ProCurve hubs (12 ports) at the 100 new and/or original 780 Schools.-----

-----E: DRC will install, test and connect to the schools a total of 4600 servers, (1) Triplite Omnismart 1050 and/or APC Smart UPS 1050.-----

-----F: DRC will provide Internet Access and services to the 780 schools and for up to 54,227 users. The Internet Access and services are detailed in Exhibit I. (See copy of detailed description of products and services to be rendered included herein as Exhibit I.) -----

-----THE DEPARTMENT will be responsible for providing the adequate power supply to operate the system and equipment provided by DRC under the terms of this contract.-----

-----DRC Corporation will be responsible for daily clean-ups of working area, materials provided onsite, and for tools used. DRC Corporation will adhere and

Servers. The Department of Education will provide the software to be installed by DRC.....

-----E: DRC will provide and install 780 HP ProCurve hubs (12 ports) at the 780 Schools (one per School).....

-----F: DRC will install, test and connect to the schools ATM switch one (1) T1, DRC will connect, test and certify transmission from these 780 schools to the Internet Access Service Provider.....

-----G: DRC will provide Internet Access services to the 780 schools and for 54,227users.....

-----DRC Corporation will be responsible for daily clean-ups of working area, materials provided onsite, and for tools used. DRC Corporation will adhere and comply with any rules and regulations established and these shall be presented and defined at the initial planning meeting on the project management team.....

-----**SECOND:** The **SECOND PARTY** hereby agrees to make the necessary research and submit all pertinent documentation for the successful execution of the tasks to be performed under this agreement.....

-----**THIRD:** That, the **SECOND PARTY** will coordinate and will meet with the **FIRST PARTY** or its authorized representatives, or with representatives of any governmental agency of the Government of Puerto Rico designated to assure the fairness of the public policies and the proceedings of this contract when applicable. Furthermore the **FIRST PARTY** agrees to the obligations specified in the proposal.---

-----**FOURTH:** The **FIRST PARTY** herein states that no personnel from the Department of Education have financial interest in this contract.....

-----**FIFTH:** The **SECOND PARTY** certifies as to its personal circumstances as required by Article 177 of the Political Code, as amended; clause A, paragraph 18, and Annex III, clause B, sections 4 and 5 of Circular Number 1300-31-92, issued by the Secretary of The Treasury on June 24, 1992.....

----- ( x ) The **SECOND PARTY** certifies that it has render services under contract to other agencies and that the same are authorized by law and do not conflict with this new contract.....

-----**SIXTH:** The **SECOND PARTY** recognizes that in the discharge of its professional responsibilities it has a duty of loyalty to the Agency, and that this includes not having interests adverse to those of the **FIRST PARTY**. These adverse interests include the representation of clients who have, or could have, opposing interests to those of the **FIRST PARTY**. This duty, moreover, includes the continuous obligation of disclosing to the Agency all circumstances of its relationship with clients

90

1560

## **APÉNDICE 5**

### **Equipo y servicios ofrecidos por PRT**

## TRANSPORT SERVICE AGREEMENT

---This Agreement, entered by and between PUERTO RICO TELEPHONE COMPANY, a corporation organized under the laws of the state of Delaware, authorized to do business in Puerto Rico, represented herein by its President, CARMEN ANA CULPEPER, of legal age, single and resident of San Juan, Puerto Rico, hereinafter referred to as "PRTC" and THE DEPARTMENT OF EDUCATION, Social Security Number "66-0500533", represented by the Secretary of Education, VICTOR FAJARDO VELEZ, of legal age, married and resident of Guaynabo, Puerto Rico, hereinafter referred to as "THE DEPARTMENT OF EDUCATION".-----

-----WITNESSETH-----

---THE DEPARTMENT OF EDUCATION has purchased from PRTC certain telecommunications equipment under a separate Sales Contract.-----

Therefore the parties hereto enter into the present Agreement in accordance with the following :-----

-----TERMS AND CONDITIONS-----

---ONE : PRTC will furnish the following:

- A. Proposal "PRIVATE NETWORK" dated April 14, 1998 attached hereto in Exhibit "A" and made to form Part of this Transport Agreement.
- B. Fiber Optic connectivity OC3 as described in Exhibit "B" attached hereto and made to form Part of this Transport Service Agreement.

- C. 758 Point to Point Dedicated T1 Lines to Department of Education Private Network "EDUNET" as described in Exhibit "C" attached hereto and made to form part of this Transport Service Agreement.
- D. Dedicated port for Internet Access at T1 level as described in Exhibit "D" attached hereto and made to form part of this Transport Service Agreement.

All the above items are necessary for the functioning of the purchased equipment under the aforementioned Sales Contract.-----

---TWO : The present contract will be based on a fixed monthly rent in accordance to the local tariff in force and approved by The Telecommunications Regulatory Board of Puerto Rico that apply to the services contracted under this Agreement.-----

---THREE : The monthly rent will be FIVE HUNDRED FIFTY SEVEN THOUSAND NINE HUNDRED TWENTY SIX DOLLARS (\$557,926.00).-----

---In addition, the Installation costs, "one time charge" for the services described in exhibits "B", "C" and "D" will be the sum of FOUR HUNDRED TWENTY EIGHT THOUSAND ONE HUNDRED THIRTY SIX DOLLARS (\$428,136.00) which will be invoiced with the first monthly rent.-----

---FOUR : The Department of Education shall be liable at all times to PRTC for the total amounts of the monthly payments in the Transport Service Agreement. In the event the Department of Education is entitled to any awards under any Federal Funding Program, payments may be received to PRTC directly from the federal entity or any portion thereof and The Department of Education will honor any remaining balances.-----

X TWO: Clause "1. EQUIPMENT" is amended to read as follows:

"1.1 PRTC agrees to sell to the PURCHASER, the "Communications Equipment" described in Exhibit "B-1" of this Amendment to be installed at PURCHASER'S schools specified in Exhibit "C-1" hereinafter referred to as the Premises.

1.2 No additional equipment, software, upgrade, parts or installation are to be furnished, except upon the written approval of the PURCHASER, and the PURCHASER agrees to pay for any such additional costs, incurred by PRTC at prevailing prices. The scope of the Purchase under the present Amendment to Sales Contract is attached hereto and made to form part of this Contract as Exhibit "B-1"

1.3 The following documents shall be deemed to be part of this Amendment to Sales Contract as though written out in full in this document and shall constitute the Sales Contract:

- a. Exhibit "A-1" Proposal ATM PUBLIC NETWORK" dated February 5, 1999
- b. Exhibit "B-1" Communications Equipment
- c. Exhibit "C" Address List
- d. Exhibit "D-1" Manufacturers Warranty."

COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF EDUCATION

César A. Rey Hernández, Ph.D.  
Secretary

Letter to Atty. Jane E. Mago, General Counsel  
to the Federal Communications Commission

January 30, 2003

## **EXHIBIT VIII**

- Executive Summary of the report by *ARJ Professional and Consulting Services, Inc.*
  - “RE-EDÚCATE” infrastructure audit

**DEPARTMENT OF EDUCATION  
COMMON WEALTH OF PUERTO RICO**

**EXECUTIVE SUMMARY**  
**REEDUCATE INFRASTRUCTURE AUDIT**  
**March 11, 2002<sup>1</sup>**

**I. INTRODUCTION**

The Puerto Rico Department of Education (PRDE) is in the process of implementing the communications infrastructure required to provide, among other things, data, voice, video transmission and internet access to all schools in Puerto Rico. This project is known as the ReEducATe network. All these efforts began in 1998 using Schools and Libraries Division (ERate) funding.

A preliminary evaluation was performed on September 18, 2001. Due to the size and complexity of this project it was decided to conduct a thorough evaluation in order to obtain more detailed information regarding the network conditions. This evaluation was conducted during the month of February, 2002.

This report contains an executive summary of the results of the evaluation process.

**II. OBJECTIVES OF THE EVALUATION**

- A. Evaluate the condition of the communications equipment at each of the 1,540 schools.
- B. Evaluate the condition of the infrastructure (equipment location, security, electricity, usage, etc).
- C. Obtain a physical inventory of all the equipment.

The whole process had a big constraint: the evaluation should not take longer than four working days using a government taskforce consisting of 200 people.

**III. EVALUATION RESULTS**

**A. Project administration.**

- 1. Schools visited

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<sup>1</sup> This evaluation was performed after several recovery measures had already been implemented during 2001.

The evaluation process was completed for 1,184 schools. This number represents 77% from the total of schools.

2. Schools not visited

The evaluation process was not completed at 357 schools due to several reasons, mostly because it was not possible to visit these schools in the time frame assigned to the project.

**B. Infrastructure evaluation.**

A questionnaire was developed to obtain the information. This document contained a total of 46 questions. This document is attached as exhibit A. Following is a summary of the evaluation results:

1. Proper equipment security

The evaluation shows that 59.5% of the schools evaluated responded that the school had adequate security for the equipment.

2. Equipment susceptible to damage due to contact with water

24% percent of the schools audited reported that the equipment is located in areas that exposed the equipment to possible damages due to contact with rainfall water (ceiling filtrations, proximity to unprotected windows, etc.)

3. Electrical facilities

48% of the evaluated schools reported to confront electrical problems that adversely affect network service.

4. Communication equipment properly connected (Server, video, UPS, routers, switches, HDCL, etc.)

On average 80% of the evaluated schools reported that the above mentioned equipment is properly interconnected. On the other hand, only 59% reported to have the servers powered-on on a regular basis.

It was noticeable that only 24% of Phase II schools reported that the access points were connected to an electrical outlet. In other words, only 24% of Phase II schools would have been able to supply network access to computer equipment that was not directly

connected to the communications cabinet, in the event that communication line was active.

5. Communications cabinet with proper ventilation

Of the evaluated schools, 62% reported that the communications cabinet had adequate ventilation.

6. Network infrastructure wiring

54% percent of the evaluated schools reported to have classrooms with network wiring. This is a reasonable methodology validation question considering that this type of wiring is required for all Phase I schools and that these schools represents half of the Puerto Rico's education system schools.

7. Schools with microcomputers to access the internet

33% of the evaluated schools reported to possess at least two microcomputers to provide internet access.

8. Schools with internet access

144 schools reported to have internet access. This represents 12.5% of the evaluated schools.

#### IV. CONCLUSIONS

1. The overall evaluation objectives were met.
2. The physical infrastructure conditions require urgent action in order to solve the identified issues. (electrical, security, furniture for the equipment, etc).
3. There is an urgent need to establish a preventive maintenance schedule. The audit comments consistently identified equipment with dust and installed in the classroom or library floor.
4. The long delay to obtain internet access has created insecurity in the schools community in relation to the efficiency and effectiveness of the network.
5. The availability of microcomputers to provide access to Internet is below expectations. This seems to be one of the main causes of the poor execution of the network.

6. The answer to the questions that were included in the questionnaire demonstrates more favorable conditions for the schools of phase II of the project than for phase I schools.

COMMONWEALTH OF PUERTO RICO  
DEPARTMENT OF EDUCATION

César A. Rey Hernández, Ph.D.  
Secretary

Letter to Atty. Jane E. Mago, General Counsel  
to the Federal Communications Commission

January 30, 2003

## **EXHIBIT IX**

- PRDOE's update presentation to USAC: Status of School Network Project (E-Rate funded) of January 23, 2003

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# Status of School Network Project (ERate Funded)

Puerto Rico Department of Education

Visit # 4

Jan 23, 2003

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## Background Details

- Previous presentations
  - Jan 15, 2002
  - April 26, 2002
  - Oct 1, 2002
- Integrated three sided strategy
  - Center (network)
  - Schools
  - PRDOE (central office)

## Background Details

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- Oct 1:
  - Significant fund commitment
  - Significant amount of funds already invested
  - Significant progress achieved
    - Progress supported by evidence

Jan 23, 2003

(Confidential)

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## Background Details

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- Jan 23:
  - Fund commitment and investment has continued
  - Recovery has continued
    - Significant progress achieved
    - Progress supported by evidence
  - A warning on recovery
    - Recovery will level soon
    - Recovery may become negative, if funding is not released immediately

Jan 23, 2003

(Confidential)

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## Background Details

### ■ Jan 23:

#### ■ Issues

- Funding for years 4 and 5 is still pending
- Form 471 for year 6 is due soon

#### ■ Important facts

- We are close to 40% recovery of the project, without any ERATE funds
  - 79% recovery, if based only on phase 1 schools
- We understand that in the last two years PRDOE has invested in the project as a whole, as much money as the one disbursed by USAC in all previous years
  - We have supported our commitment with dollars (\$)

Jan 23, 2003

(Confidential)

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## Three Sided Strategy: Center

### ■ Seek accountability from vendors

#### ■ Oct 1:

Line availability	
% availability	# of schools
95 to 100	182
80 to 94.9	297
50 to 79.9	111
0.5 to 49.9	90
0	70
<b>Total</b>	<b>750</b>

- 479 schools with 80%+ availability

Jan 23, 2003

(Confidential)

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## Three Sided Strategy: Center

- Seek accountability from vendors

- Jan 23:

- Significant progress regarding line availability!

Line availability	
% availability	# of schools
95 to 100	269
80 to 94.9	236
50 to 79.9	154
0.5 to 49.9	59
0	32
<b>Total</b>	<b>750</b>

- 505 schools with 80%+ availability
      - An increase of 26 schools
    - 87 additional schools in category 1 (95%+ availability)
      - An increase of 49%

Jan 23, 2003

(Confidential)

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## Three Sided Strategy: Center

- Seek accountability from vendors

- Oct 1:

Server validation	
Schools validating:	# of schools
Overall (since March 20)	591
Last week	458
Last Friday	418

Jan 23, 2003

(Confidential)

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